

11737-A-Z 11737  
REGISTRATION NO. 11737  
FILED 1425

Met-Ed

GPU

APR 29 1980 1 45 PM  
INTERSTATE COMMERCE COMMISSION

Metropolitan Edison Company  
Post Office Box 542  
Reading, Pennsylvania 19640  
215-929-3601

APR 29 1 45 PM '80

Writer's Direct Dial Number  
215-921-6175

I. C. C.  
FEE OPERATION DE April 28, 1980

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor: Metropolitan Edison Company

Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,

J. S. Bartman

Vice President

kz

Enclosures

Metropolitan Edison Company is a Member of the General Public Utilities System

11737-C  
RECORDATION NO. .... Filed 1425

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INTERSTATE COMMERCE COMMISSION

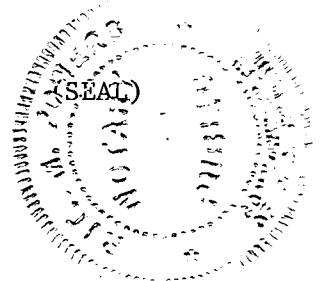
I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) March 1, 1952 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

*Rita M. Powers*

Notary Public

RITA M. POWERS, Notary Public  
Muhlenberg Twp., Berks County, Pa.  
My Commission Expires Sept. 30, 1982



11737, C  
RECORDATION NO. .... Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

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METROPOLITAN EDISON COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK,  
*as Trustee.*

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**Supplemental Indenture**

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*Dated March 1, 1952*

GUARANTY TRUST COMPANY OF NEW YORK  
hereby certifies that its Residence and Post Office  
Address is 140 Broadway, Borough of Man-  
hattan, City of New York 15, New York.

GUARANTY TRUST COMPANY OF NEW YORK,

By H. E. TWYEFFORT  
*Trust Officer.*

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**THIS SUPPLEMENTAL INDENTURE**, made the First day of March, 1952, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950 and December 1, 1950, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the sixth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 3¼% Series due 1982" (hereinafter sometimes referred to as the "1982 Series bonds" or the "bonds of the 1982 Series"), and to provide for the issue thereof as coupon bonds and as fully registered bonds without coupons; and

WHEREAS, the Company also desires to subject specifically to the lien of the Mortgage certain property acquired by it since the execution and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery

hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

## ARTICLE I.

### CREATION OF FIRST MORTGAGE BONDS, $3\frac{1}{4}\%$ SERIES DUE 1982, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the sixth series of bonds, not limited in principal amount, to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title, "First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1982". All coupon bonds of the 1982 Series shall be dated March 1, 1952. All fully registered bonds of the 1982 Series shall be dated as provided in Section 2.01 of the Original Indenture. All bonds of the 1982 Series shall be payable on March 1, 1982, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest payable in like coin or currency, at the rate of three and one-quarter per centum ( $3\frac{1}{4}\%$ ) per annum, payable semi-annually on March 1 and September 1 of each year, until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the 1982 Series shall be pay-

able at the office or agency of the Company in the Borough of Manhattan, the City of New York. The bonds of the 1982 Series shall be issuable in the form of coupon bonds registerable as to principal and in the form of fully registered bonds. Coupon bonds of the 1982 Series shall be issuable in the denomination of \$1,000. Fully registered bonds of the 1982 Series shall be issuable in the denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in the said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of the 1982 Series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations. All bonds of the 1982 Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon notice published as provided in Section 8.02 of the Original Indenture, at least once in each of four successive calendar weeks upon any business day of each such calendar week, the first publication to be not less than thirty days and not more than ninety days before such redemption date (provided, however, that if all the bonds of the 1982 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1982 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning March 1	Regular Redemption Prices	Lower Scale Redemption Prices	If redeemed during 12 months' period beginning March 1	Regular Redemption Prices	Lower Scale Redemption Prices
1952.....	103.96	100.96	1967.....	101.92	100.60
1953.....	103.83	100.95	1968.....	101.78	100.57
1954.....	103.69	100.93	1969.....	101.64	100.53
1955.....	103.55	100.90	1970.....	101.51	100.50
1956.....	103.42	100.88	1971.....	101.37	100.47
1957.....	103.28	100.86	1972.....	101.23	100.43
1958.....	103.14	100.84	1973.....	101.10	100.39
1959.....	103.01	100.81	1974.....	100.96	100.36
1960.....	102.87	100.79	1975.....	100.82	100.32
1961.....	102.74	100.77	1976.....	100.69	100.28
1962.....	102.60	100.74	1977.....	100.55	100.23
1963.....	102.46	100.71	1978.....	100.41	100.19
1964.....	102.33	100.69	1979.....	100.28	100.15
1965.....	102.19	100.66	1980.....	100.14	100.10
1966.....	102.05	100.63	1981.....	100.00	100.00

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Original Indenture, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07

and 5.08 of the Original Indenture, the premium, if any, and accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 of the Original Indenture. Any notice of redemption of bonds of the 1982 Series out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or Section 5.08, as the case may be.

SECTION 2. Pending the preparation of definitive bonds of the bonds of the 1982 Series, the Company may execute and the Trustee shall authenticate and deliver, in lieu thereof, bonds of the 1982 Series in temporary form as provided in Section 2.04 of the Original Indenture. Such bonds of the 1982 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

SECTION 3. Bonds of the 1982 Series for the aggregate principal amount of Seven million eight hundred thousand dollars (\$7,800,000), being the initial issue of bonds of the 1982 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 4. The Company covenants that, so long as any of the bonds of the 1982 Series shall be outstanding, the Company will not declare or pay any dividend (other than dividends payable in Common Stock or any other stock of the Company subordinate to its Preferred Stock) or make any other distribution on the Common Stock or any other stock of the Company subordinate to the Preferred Stock, or purchase or otherwise acquire for value any Common Stock or other stock of the Company subordinate to the Preferred Stock if, after such dividend, distribution, purchase or acquisition, the aggregate amount of such dividends, distributions, purchases and acquisitions paid or made since December 31, 1947, together with all other charges to earned surplus since December 31, 1947, exceeds the aggregate



amount credited to earned surplus since December 31, 1947; and that it will not permit any subsidiary of the Company to purchase any shares of Common Stock of the Company.

For the purpose of the preceding paragraph, in determining earned surplus of the Company accumulated since December 31, 1947

(a) no credit or charge to such earned surplus shall be made with respect to excessive or deficient accruals for taxes with respect to any period prior to January 1, 1947;

(b) excessive or deficient accruals for taxes with respect to all periods commencing on and after January 1, 1947 shall be credited or charged to such earned surplus;

(c) such earned surplus shall be charged with an amount equal to the sum of all dividends declared by the Company accruing with respect to all periods commencing on and after January 1, 1948 on all classes of its capital stock other than the Common Stock;

(d) charges shall be made to the earned surplus of the Company accumulated prior to January 1, 1948 for the write-down, write-off or any other adjustment of the amount at which any property owned by the Company on January 1, 1948 is carried in its plant accounts, or in any of its other accounts as a result of the transfer into such other account from the Company's plant accounts, or for adjustments of depreciation accruals for periods prior to January 1, 1948, which charges are approved by or made pursuant to any rule, regulation, requirement or order of any governmental body having jurisdiction in the premises;

(e) the net balance transferred to earned surplus from the income account for any period subsequent to December 31, 1947 shall be after deducting amounts set aside and/or reserved to provide for renewals and replacements and/or for depreciation which in the aggregate are not less than the minimum provision for depreciation for such period determined as provided in Section 5 of Article I of this Supplemental Indenture; and

(f) except as otherwise provided in this paragraph, charges or credits which, in accordance with sound accounting practice,

are applicable to a period prior to January 1, 1948, may be made to the earned surplus of the Company accumulated prior to January 1, 1948.

SECTION 5. So long as any of the bonds of the 1982 Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" (when used for any purpose under the Mortgage) with reference to any period of time shall mean an amount equal to the greater of (i) fifteen per centum (15%) of the gross operating revenues of the Company during such period arising from the operation of bondable property after deducting from such revenues an amount equal to the aggregate cost of electric energy purchased during such period for the purpose of resale in connection with the operation of bondable property, less an amount equal to the aggregate of the charges to operating expense during such period for current repairs and maintenance of bondable property, or (ii) (a) the amount determined by the application of clause (i) above to such portion, if any, of such period as is subsequent to October 31, 1944 and prior to January 1, 1951, plus (b) an amount computed at the rate of two and one-third per centum ( $2\frac{1}{3}\%$ ) per annum (A) for each full completed calendar year subsequent to December 31, 1950 embraced within such period, of the average of the depreciable utility property of the Company as shown on its books as at the beginning and end of such calendar year, (B) for each calendar month subsequent to December 31, 1950 embraced within such period which is a part of a completed calendar year and which is not covered by clause (A), of the average of the depreciable utility property of the Company as shown on its books as at the beginning and end of such completed calendar year, and (C) for each calendar month subsequent to December 31, 1950 embraced within such period which is not a part of a completed calendar year, of the average of the depreciable utility property of the Company as shown on its books as at the December 31 preceding and as at the last day of the last calendar month included within such period, provided, however, that if such period ends not later than June 30 in any calendar year which has not been completed, such amount for such portion of such period as is subsequent to the latest December 31 shall be computed on the basis of the depreciable utility property of the Company as shown on its books as at such latest December 31.

SECTION 6. So long as any of the bonds of the 1982 Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed amended to read as follows:

“The Company covenants that it will, whenever requested by the Trustee, or whenever requested in writing by the holders of not less than 25% of the principal amount of bonds then outstanding hereunder, but not more often than once in every two years, and, whether or not so requested, at least once in every five years (the initial five year period to commence on January 1, 1951), cause an examination of the mortgaged property (other than non-bondable property) to be made by an independent engineer.”

## ARTICLE II.

### FORM OF THE BONDS OF THE 1982 SERIES.

The form of the bonds of the 1982 Series, the coupons to be attached to the coupon bonds of such series, and the Trustee's authentication certificate to be endorsed upon all the bonds of such series shall be substantially as follows, the denominations and numbers thereof to be appropriately inserted:

[FORM OF COUPON BOND OF THE 1982 SERIES]

### METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

#### FIRST MORTGAGE BOND

\$1000                      3¼% Series Due 1982                      No.....

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the “Company”), for value received, hereby promises to pay to the bearer, or, if this bond be registered, to the registered holder, on March 1, 1982, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1000) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon,

at said office or agency in like coin or currency from March 1, 1952, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of three and one-quarter per centum ( $3\frac{1}{4}\%$ ) per annum, payable semi-annually on March 1 and September 1 of each year, beginning September 1, 1952, but only upon presentation and surrender of the coupons for such interest installments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity of this bond until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1982 (hereinafter referred to as "bonds of the 1982 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950 and March 1, 1952, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York, as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms

and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity

of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1982 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1982 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereunto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1982 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon publication at least once in each of four successive

calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1982 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1982 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all coupon bonds of the 1982 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available

moneys in the hands of Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds) and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the principal office of the Trustee in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, by the registered holder in person or by his duly authorized attorney, and sim-



ilarly noted hereon, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond, if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or any such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons attached hereto shall become valid or obligatory for any purpose until Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries,

and interest coupons bearing the facsimile signature of its Treasurer or one of its Assistant Treasurers to be attached hereto.

Dated: March 1, 1952.

METROPOLITAN EDISON COMPANY,

By .....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF INTEREST COUPON FOR BONDS OF THE 1982 SERIES]

\$16.25

No. ....

On the first day of ....., unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, METROPOLITAN EDISON COMPANY will pay to bearer, upon surrender of this coupon, at its office or agency in the Borough of Manhattan, The City of New York, Sixteen and 25/100 Dollars (\$16.25) in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, as specified in its First Mortgage Bond, 3¼% Series due 1982, No. ...., being six months' interest then due on said bond. This coupon shall be treated as negotiable.

.....  
*Treasurer.*

[FORM OF FULLY REGISTERED BOND OF THE 1982 SERIES]

METROPOLITAN EDISON COMPANY  
(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND

\$..... 3¼% Series Due 1982 No.....

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to.....or registered assigns, on March 1, 1982, at the office or agency of the Company in the Borough of Manhattan, The City of New York, ..... Dollars in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on March 1 and September 1 of each year, at the rate of three and one-quarter per centum (3¼%) per annum, at said office or agency in like coin or currency, from the date hereof until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 3¼% Series due 1982 (hereinafter referred to as "bonds of the 1982 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional

security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950 and March 1, 1952, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series

affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1982 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1982 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereunto appertaining, may be exchanged for a like aggregate principal

amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1982 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, and in certain cases by the mailing of such notice, the first publication or mailing, as the case may be, to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage (provided, however, that if all the bonds of the 1982 Series at the time outstanding shall be fully registered bonds or coupon bonds registered as to principal, such publication need not be made, but, in lieu thereof, such notice may be given by mailing the same to each such registered holder directed to his registered address not less than thirty days and not more than ninety days before the redemption date), at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1982 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on like publication (or mailing) of notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1982 Series, the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the

event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered bonds), and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer.

new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.



This bond shall not become valid or obligatory for any purpose until Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

METROPOLITAN EDISON COMPANY,

By .....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE  
ON BONDS OF THE 1982 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

GUARANTY TRUST COMPANY OF NEW YORK,  
TRUSTEE

By .....  
*Authorized Officer.*

## ARTICLE III.

SUBJECTING CERTAIN PROPERTY SPECIFICALLY  
TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto Guaranty Trust Company of New York, as Trustee, and to its successors and assigns forever, all of the following described property, to wit:

## FIRST.

## PARCEL NUMBER ONE

## EAST GETTYSBURG SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Straban, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being the intersection of the Southerly boundary line of a 33 foot wide township road No. 341 leading between the Gettysburg to Hunterstown road and the Lincoln Highway and the Easterly boundary line of the Western Maryland Railway Company located between Gettysburg and New Oxford; thence along the Southerly boundary line of said township road South 41 degrees 39 minutes East, 633.14 feet to a monument; thence along lands now or formerly of William Edward Eckert the following two courses and distances: (1) South 48 degrees 21 minutes West, 448.30 feet to a monument, and (2) North 33 degrees 42 minutes West, 533.52 feet to a monument in the said Easterly boundary line of the Western Maryland Railway Company; thence along the Easterly boundary line

of the Western Maryland Railway Company, parallel and distant 30 feet from the center line of said Western Maryland Railway Company, North 32 degrees 45 minutes East, 388.97 feet to a monument, the place of beginning. Containing 5.442 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by William Edward Eckert, single, by deed dated December 19, 1951, and recorded on December 20, 1951, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 197, page 38.

SUBJECT to an easement in favor of Susquehanna Pipe Line Company, its successors and assigns, for a pipe line across the above described tract or parcel of land at the location where the same now exists and to the right to lay, maintain, operate, repair and remove such additional pipe lines as said Company, its successors and assigns, may desire alongside the existing line upon payment for the latter of a certain consideration, all as more fully set forth in a certain right of way agreement dated June 4, 1930, between John H. Eckert and Susquehanna Pipe Line Company, and recorded in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 110, page 404.

## PARCEL NUMBER TWO

### ORRTANNA SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Hamiltonban, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Easterly boundary line of a public road, Legislative Route No. 01001, leading between Cashtown and Fairfield, said monument being distant 160.40 feet measured in a Southwesterly direction along the said Easterly boundary line of Legislative Route No. 01001 from a corner of lands now or formerly of Frank A. and Beulah F. Newell, and Grace A. Riggeal; thence along land now or formerly of Frank A. and Beulah F. Newell South 64

degrees East, 100.0 feet to a monument; thence by the same South 26 degrees West, 100.0 feet to a monument; thence still by the same North 64 degrees West, 100.0 feet to a monument in the aforementioned Easterly boundary line of Legislative Route No. 01001; thence along said Easterly boundary line North 26 degrees East, 100.0 feet to a monument, the point or place of beginning. Containing 0.23 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Frank A. Newell and Beulah F. Newell, his wife, by deed dated April 17, 1951, and recorded on April 18, 1951, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 194, page 130, the description whereof having been amended by Agreement between Metropolitan Edison Company and Frank A. Newell and Beulah F. Newell, his wife, dated January 8, 1952, and recorded on January 9, 1952, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Misc. Book Vol. X, page 262.

### PARCEL NUMBER THREE

#### YORK SPRINGS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Latimore, Adams County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at land now or formerly of H. Frank Smith and Geraldine Smith along the Township Road No. 635 known as Ridge Road, said point being 407 feet measured along the North side of said Road, South 78 degrees West, from corner of lands along said road between lands now or formerly of H. Frank Smith and Geraldine Smith, and Kent Gulden; thence continuing South 78 degrees West along said Township Road, 100 feet to a point at lands now or formerly of H. Frank Smith and Geraldine Smith; thence continuing by land now or formerly of the latter North 12 degrees West, 100 feet to a point at other lands now or formerly of H. Frank Smith and Geraldine Smith; thence continuing by land now or formerly of the latter North 78 degrees East, 100 feet to a point at other lands now or formerly of

H. Frank Smith and Geraldine Smith; thence continuing by land now or formerly of the latter South 12 degrees East, 100 feet to the place of beginning. Containing 10,000 square feet, or 0.229 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by H. Frank Smith and Louise Smith, his wife, and Geraldine Smith, single woman, by deed dated March 13, 1951, and recorded on March 28, 1951, in the Office for the Recording of Deeds in and for Adams County, Pennsylvania, in Deed Book 193, page 528.

#### PARCEL NUMBER FOUR

##### BERN CHURCH SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Bern, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Northerly boundary line of a public road, Legislative Route 06040 leading between Bern Church and West Leesport, said monument being Northeast from the intersection of Legislative Route 06040 and a township road leading to Leinbachs measured along a line whose bearing is North 82 degrees 45 minutes East, 118.4 feet; thence along lands now or formerly of Percival C. Frey the following three courses and distances, namely: (1) North 4 degrees 33 minutes West, 200.0 feet to a monument, (2) North 82 degrees 45 minutes East, 220.20 feet to a monument, (3) South 4 degrees 33 minutes East, 200.0 feet to a monument in the Northerly boundary line of said Legislative Route 06040; thence along the Northerly boundary line of Legislative Route 06040 South 82 degrees 45 minutes West, 200.20 feet to the monument, the place of beginning. Containing 40,000 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Percival C. Frey and Edna M. Frey, his wife, by deed dated August 21, 1951, and recorded on August 24, 1951, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1096, page 66.

## PARCEL NUMBER FIVE

## SHOEMAKERSVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Perry, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the Westerly boundary line of State Highway Route 122, leading from Leesport to Hamburg, said pin being distant 785 feet, more or less, measured in a Southerly direction along the Westerly boundary line of said State Highway Route 122 from the intersection of its said Westerly boundary line with the Southerly boundary line of Legislative Route 06002; thence along said Westerly boundary line of State Highway Route 122 by a curve to the left having a radius of 5779.65 feet and a distance along the arc of 131.15 feet, said curve having a chord bearing of South 13 degrees 42 minutes West, 130.10 feet to an iron pin; thence along land now or formerly of Glen-Gery Shale Brick Corporation South 69 degrees 40 minutes West, 21.21 feet to an iron pin in line of lands now or formerly of The Pennsylvania Railroad Company; thence along lands now or formerly of The Pennsylvania Railroad Company North 10 degrees 47 minutes West, 153.11 feet to an iron pin; thence along lands now or formerly of the Glen-Gery Shale Brick Corporation South 78 degrees 07 minutes East, 81.0 feet to an iron pin, the place of beginning. Containing 0.158 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Glen-Gery Shale Brick Corporation by deed dated September 14, 1951, and recorded on September 20, 1951, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1088, page 134.

## PARCEL NUMBER SIX

## ADDITION TO CARSONIA SUBSTATION SITE

ALL THAT CERTAIN tract of parcel of land situate in the Township of Exeter, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, a corner common to the lands of Metropolitan Edison Company, Caroline V. Gideon, et al. and lands now or

formerly of Reading Traction Company, said monument being North 45 degrees 30 minutes East 351.21 feet from a point in the center line of a public road leading between St. Lawrence and Carsonia Park, said point being the Northwestern corner of other lands of Metropolitan Edison Company; thence along lands now or formerly of Reading Traction Company North 45 degrees 30 minutes East 54.75 feet to a monument, a corner of other lands of Metropolitan Edison Company; thence along other lands of Metropolitan Edison Company the following seven courses and distances, namely: (1) by a line curving to the left whose radius is 935.37 feet and chord bearing is South 2 degrees 28 minutes East 71.85 feet, a distance along the arc of 71.90 feet to a monument; (2) South 4 degrees 40 minutes East 64.38 feet to a monument; (3) South 85 degrees 20 minutes West 6.0 feet to a monument; (4) South 4 degrees 40 minutes East 131.33 feet to a monument; (5) South 45 degrees 28 minutes West 46.97 feet to a monument; (6) North 4 degrees 40 minutes West 224.10 feet to a monument; and (7) by a line curving to the right whose radius is 975.37 feet and chord bearing is North 3 degrees 35 minutes West a distance along the arc of 36.75 feet to the monument, the place of beginning. Containing 9879 square feet.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Reading Traction Company by deed dated January 30, 1952, and recorded on January 30, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1088, page 568.

#### PARCEL NUMBER SEVEN

#### LINCOLN PARK SUBSTATION SITE

ALL THAT CERTAIN triangular tract or parcel of land situate on the Northeastern side of Revere Boulevard, adjoining Lincoln Park, in the Borough of Wyomissing, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the Southwestern property line of Amherst Avenue as shown on the Plan of Lots of Lincoln Park, a corner of property now or formerly of George Reifsnyder, said point also being

in the Southern boundary line of Lincoln Park; thence along said Southern boundary line of Lincoln Park, South 66 degrees 13 minutes West, 207.13 feet to a point; thence continuing along same South 63 degrees 28 minutes West, 427.06 feet to a point in the middle of Revere Boulevard; thence along the center line of said Revere Boulevard, being the corporate line of the Borough of Wyomissing, South 55 degrees 20 minutes East, 314.11 feet to a point; thence along property now or formerly of the Thun Investment Company, North 34 degrees 40 minutes East, 550.75 feet to the place of beginning. Containing 2 acres 5.5 perches.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Thun Investment Company by deed dated January 11, 1952, and recorded on January 15, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1088, page 480.

## PARCEL NUMBER EIGHT

### ADDITION TO WEST BOYERTOWN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Colebrookdale, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a concrete monument, being the Southeasterly corner of lands of Metropolitan Edison Company and being in the Westerly line of lands now or formerly of James H. Davidheiser, said monument also being 222.06 feet Southeasterly from a pin in the Southerly building line of Reading Avenue measured along the Easterly line of said lands of Metropolitan Edison Company; thence along lands now or formerly of James H. Davidheiser South 33 degrees 30 minutes East, 120.00 feet to a concrete monument, the Northeasterly corner of lands now or formerly of Merritt Lumber Yards Inc.; thence along said lands now or formerly of Merritt Lumber Yards Inc. South 23 degrees 33 minutes 30 seconds West, 213.39 feet to a concrete monument; thence along lands now or formerly of Walter B. Yerger North 30 degrees 54 minutes West, 238.34 feet to a concrete monument, the Southwesterly corner of said lands of Metropolitan Edison Company;



thence along said lands of Metropolitan Edison Company North 57 degrees 12 minutes East, 168.30 feet to the concrete monument, the place of beginning. Containing 0.649 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Walter B. Yerger, widower, by deed dated April 27, 1951, and recorded on April 27, 1951, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1086, page 66.

### PARCEL NUMBER NINE

#### BOILING SPRINGS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of South Middleton, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Southerly boundary line of a public road, Township Route No. 546, leading from Boiling Springs to State Highway Route No. 73, leading from Boiling Springs to Mt. Holly Springs, said monument being 15 feet, measured in a Southwesterly direction along the said Southerly boundary line of Township Route No. 546 from a corner of lands now or formerly of Oren W. Landis and A. Marie Landis, his wife, and Vincent Calaman; thence still along said Southerly boundary line of Township Route No. 546 South 52 degrees 15 minutes West, 100 feet to a monument; thence along land now or formerly of Oren W. Landis and A. Marie Landis, his wife, South 37 degrees 45 minutes East, 123 feet to a monument; thence by the same North 20 degrees 50 minutes East, 68.58 feet to a monument; thence by the same North 34 degrees 24 minutes East, 43.65 feet to a monument; thence by the same North 37 degrees 45 minutes West, 74 feet to the place of beginning. Containing 0.218 acre, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Oren W. Landis and A. Marie Landis, his wife, by deed dated May 25, 1951, and recorded on May 25, 1951, in the Office for the Recording of Deeds in and for Cumberland County, Pennsylvania, in Deed Book S, Volume 14, page 37.

## PARCEL NUMBER TEN

## PART OF MIDDLETOWN JUNCTION 220KV SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Londonderry, Dauphin County, Pennsylvania, made up of three contiguous lots, being lots numbered 13, 14 and 15 on the plan of lots known as "Hillsdale Acres", surveyed by Rodney Watermeyer in January, 1951 for A. S. Light, and intended to be recorded, bounded and described as follows, to wit:

BEGINNING at the Northwesterly corner of Hillsdale Road (a macadam road connecting the Middletown-Falsmouth Road with the Middletown-Elizabethtown Road) and an unnamed street (fifty feet wide) as shown on said plan; thence in a Westerly direction along the Northerly line of said Hillsdale Road, South 55 degrees West 134.50 feet to a point in the Easterly right of way line of Metropolitan Edison Company; thence along the same in a Northerly direction 201.12 feet to a point, said point being the Southwesterly corner of lot number 62 as shown on said plan; thence in an Easterly direction North 55 degrees 30 minutes East, 155.70 feet to a point in the Westerly boundary of the aforementioned unnamed street (fifty feet wide); thence in a Southerly direction along the Westerly boundary of the said unnamed street, South 34 degrees 30 minutes East, 200 feet to the point, the place of beginning.

BEING bounded Northerly by lots numbered 60, 61 and 62 as shown on said plan, Easterly by said unnamed street (fifty feet wide), Southerly by said Hillsdale Road, and Westerly by said right of way of Metropolitan Edison Company (three hundred feet wide).

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Earl Harnly and Mildred E. Harnly, his wife, by deed dated May 17, 1951, and recorded on May 19, 1951, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book X, Vol. 34, page 458.

## PARCEL NUMBER ELEVEN

## ADDITION TO SMITH STREET SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Manchester, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument on the Northerly side of a public road known as Willis Lane and in line of land now or formerly of the Trustees of Prospect Hill Cemetery; thence along the Northerly side of said Willis Lane, North 67 degrees 57 minutes West, 557.29 feet to a monument; thence still along the Northerly and Easterly side of said Willis Lane, North 24 degrees 44 minutes West, 25.7 feet to a monument; thence still along the Easterly side of said Willis Lane, North 0 degrees 29 minutes West, 405.0 feet to a monument and in line of land now or formerly of the Trustees of Prospect Hill Cemetery; thence along land now or formerly of the Trustees of Prospect Hill Cemetery, South 51 degrees 17 minutes East, 801.0 feet to a monument; thence still along land now or formerly of the Trustees of Prospect Hill Cemetery, South 34 degrees 40 minutes West, 166.0 feet to the point or place of beginning. Containing 3.56 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Richard H. Burgard and Horace E. Burgard, Copartners, trading and doing business as Burgard Brothers, by deed dated December 21, 1950, and recorded on December 21, 1950, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 35-W, page 280.

## PARCEL NUMBER TWELVE

## CAMPBELLS STATION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Chanceford, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument and corner of lands now or formerly of Charley Craley, said monument being in the Westerly right of way line of a thirty-three feet wide public highway known as Legislative

Route No. 66012 and distant 448 feet in a Northeasterly direction from the intersection of the aforementioned Legislative Route No. 66012 and a public highway known as State Highway Legislative Route No. 216 leading between Red Lion Borough and Delta Borough; thence along lands now or formerly of Charley Craley the following three courses and distances, namely: (1) North 68 degrees 32 minutes West, 150 feet to a monument; (2) North 31 degrees 15 minutes East, 98 feet to a monument; (3) South 79 degrees 58 minutes East, 158.7 feet to a monument in the Westerly right of way line of the aforementioned Legislative Route No. 66012; thence along the said Westerly right of way line and distant 16.5 feet from the center line of Legislative Route No. 66012 and parallel to same, South 31 degrees 15 minutes West, 130 feet to the place of beginning. Containing 16,860 square feet.

BEING the same premises described in supplemental deed from Edison Light and Power Company to Metropolitan Edison Company dated February 15, 1952, and recorded on February 19, 1952, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36, Volume T, page 522.

### PARCEL NUMBER THIRTEEN

#### NEW PARK SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Fawn, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, said monument being the intersection of the Southerly boundary line of Legislative Route 66071, leading between New Park and Stewartstown and the Westerly boundary line of township road T-623, also known as Anderson Avenue; thence along the Westerly boundary line of township road T-623 by a line curving to the right having a radius of 22.42 feet, a distance along the arc of 44.53 feet, said curve having a chord bearing and distance of North 8 degrees 28 minutes 15 seconds West, 37.55 feet to a monument; thence still along the Westerly boundary line of township road T-623, North 48 degrees 26 minutes East, 75.975 feet to a monument; thence by lands now or formerly of Verna M. Grove, the following two courses

and distances, namely: (1) South 64 degrees 44 minutes 30 seconds East, 88.63 feet to a monument; (2) South 25 degrees 15 minutes 30 seconds West, 100 feet to a monument on the Southerly boundary line of Legislative Route 66071; thence along the Southerly boundary line of Legislative Route 66071 by a curve to the left having a radius of 2864.93 feet, a distance along the arc of 97.70 feet, said curve having a chord bearing and distance of North 65 degrees 22 minutes 30 seconds West, 97.68 feet to a monument, the place of beginning. Containing 0.249 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Verna M. Grove and Collins R. Grove, her husband, by deed dated September 24, 1951, and recorded on September 24, 1951, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36-N, page 166.

#### PARCEL NUMBER FOURTEEN

##### STONY BROOK SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Springettsbury, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Southerly boundary line of State Highway Route No. 128, also known as Lincoln Highway, leading between York and Hallam, said monument being distant from No. Cent. R. R. bridge No. 847, the following two courses and distances, namely: (1) 380.5 feet measured along the center line of said Route No. 128 in a Southwesterly direction to a point, and (2) 55.47 feet measured in a Southeasterly direction at right angles to the center line of said Route No. 128; thence along the Southeasterly boundary line of said Route No. 128, North 47 degrees 45 minutes East, 100 feet to a monument; thence along lands now or formerly of Anna M. H. Garber, the following three courses and distances, namely: (1) South 47 degrees 8 minutes East, 100 feet to a monument, (2) South 47 degrees 45 minutes West, 100 feet to a monument, and (3) North 47 degrees 8 minutes West, 100 feet to the monument, the place of beginning. Containing 0.23 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Anna M. H. Garber and John S. Garber, her husband, by deed dated October 1, 1951, and recorded on October 2, 1951, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36-N, page 233.

### PARCEL NUMBER FIFTEEN

#### NEW FREEDOM SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Borough of New Freedom, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Easterly boundary line of a forty-eight feet wide street known as Second Street, said monument being distant 100.02 feet measured in a Northeasterly direction along the Easterly boundary line of Second Street from the Northeasterly corner of lands now or formerly of Edward D. Horn; thence along the Easterly boundary line of Second Street, by a line curving to the right having a radius of 2714 feet and chord bearing of North 35 degrees 4 minutes East, 125.62 feet to a monument; thence along lands now or formerly of J. Jacob Hartenstein, South 57 degrees 48 minutes East, 151.03 feet to a monument in the Westerly boundary line of a proposed thirty feet wide alley; thence along the Westerly boundary of said alley South 32 degrees 16 minutes West, 129.99 feet to a monument; thence along lands now or formerly of J. Jacob Hartenstein, North 56 degrees 12 minutes West, 157.29 feet to a monument, the place of beginning. Containing 0.45 acre.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by J. Jacob Hartenstein and Julia Ellen Hartenstein, his wife, by deed dated November 16, 1951, and recorded on November 17, 1951, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36-P, page 479.

## PARCEL NUMBER SIXTEEN

## PLEASUREVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Springettsbury, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Westerly boundary line of a thirty-three feet wide township road T945, also known as Northhill Road leading between State Highway Route 66157 and East York, said monument being 538.9 feet measured in a Southwesterly direction along the Western boundary line of township road T945, from the center line of State Highway Route 66157; thence still along the Westerly boundary line of township road T945, South 9 degrees 18 minutes West, 509.57 feet to a monument; thence along lands now or formerly of Leroy M. Ruppert, North 80 degrees 42 minutes West, 1325.37 feet to a monument in line of lands now or formerly of Albert W. Ebert; thence along the same North 5 degrees 45 minutes East, 419.93 feet to a monument; thence along lands now or formerly of Leroy M. Ruppert, South 84 degrees 32 minutes East, 1354.30 feet to the monument, the place of beginning. Containing 14.287 acres.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Olive Hoover and Ralph Hoover, her husband, Esther Adams, widow, Jacob A. Ruppert and Lida N. Ruppert, his wife, and Leroy M. Ruppert and Virginia Ruppert, his wife, by deed dated January 22, 1952, and recorded on January 23, 1952, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36-R, page 346.

## PARCEL NUMBER SEVENTEEN

## HILL SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Shrewsbury, York County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument, a corner of lands now or formerly of Harry Bowman and Paul B. Rohrbaugh, said monument being distant 25.83 feet and forming an interior angle of 88 degrees from the center line of a public road, Legislative Route No. 66159, leading between Glen

Rock and Susquehanna Trail; thence along land now or formerly of Paul B. Rohrbaugh, North 47 degrees 11 minutes East, 117.45 feet to a monument in the Southeasterly boundary line of said public road; thence along same North 51 degrees 45 minutes East, 317.64 feet to a monument; thence by land now or formerly of Jacob Hurwitz, South 40 degrees 15 minutes East, 244.55 feet to a monument; thence still by same South 49 degrees 45 minutes West, 434.76 feet to a monument in line of land now or formerly of Harry Bowman; thence by same, North 40 degrees 15 minutes West, 250.47 feet to the point or place of beginning. Containing 2.50 acres, more or less.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Jacob Hurwitz and Dora Hurwitz, his wife, by deed dated February 16, 1951, and recorded on February 16, 1951, in the Office for the Recording of Deeds in and for York County, Pennsylvania, in Deed Book 36-A, page 46.

#### PARCEL NUMBER EIGHTEEN

##### SANDY SHORES PROPERTY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, situate in the Township of Upper Mount Bethel, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located in the Northerly line of lands now or formerly of Harry Michael and in the Easterly line of lands now or formerly of The Delaware Lackawanna and Western Railroad Company, said point being 48 feet distant, measured Northeasterly from and at right angles to the original center line of the aforesaid Railroad Company at rechaining station 4276 plus 16.5; thence along lands now or formerly of the said The Delaware Lackawanna and Western Railroad Company the three following courses and distances, to wit: (1) North 8 degrees 30 minutes East 1473.7 feet to a point; (2) North 9 degrees 13 minutes West 1249.9 feet to a point; (3) South 83 degrees 53 minutes West 464 feet to a point; thence on a line parallel to and 33 feet distant, measured at right angles to the original center line of the aforesaid The Delaware Lackawanna and Western Railroad Company, the two following courses and distances, to wit: (1) North 9 degrees 13 minutes West 120.13 feet to a point; (2) on a curve to the left with a radius of 8627.42 feet, 371.71 feet to a point; thence



along lands now or formerly of Mary C. Price, deceased, North 86 degrees 49 minutes East 1001.86 feet to a stake; thence along lands now or formerly of Frank Cacciaro and Rose S. Cacciaro, his wife, the two following courses and distances, to wit: (1) South 9 degrees 17 minutes East 554.02 feet to an iron pipe; and (2) North 86 degrees 34 minutes East, passing through an iron pipe monument distant 421.56 feet, 515 feet, more or less, to the low water mark of the Delaware River; thence along and down the said River at low water mark the following eight courses and distances, to wit: (1) South 6 degrees 30 minutes East 355 feet to a point; (2) South 9 degrees East 403 feet to a point; (3) South 7 degrees East 385 feet to a point; (4) South 0 degrees 45 minutes West 322 feet to a point; (5) South 3 degrees East 201 feet to a point; (6) South 4 degrees West 396 feet to a point; (7) South 1 degree West 206 feet to a point; and (8) South 8 degrees 30 minutes West 340 feet, more or less, to a point; thence along lands now or formerly of Benjamin E. Glass and Harry Michael South 86 degrees 02 minutes West 1149.68 feet, more or less, to the place of beginning. Containing 75.57 acres, more or less.

UNDER AND SUBJECT to an easement set forth in deed dated September 29, 1941, from Morris Black, et al., to Ward H. Closson and Elizabeth Closson, his wife, and recorded in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania, in Deed Book F, Vol. 72, page 87.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Richard A. Doll and Elizabeth J. T. Doll, his wife, by deed dated January 29, 1952, and recorded on January 31, 1952 in the Office for the Recording of Deeds in and for Northampton County, Pennsylvania.

#### PARCEL NUMBER NINETEEN

##### ASH DISPOSAL SITE

ALL THOSE CERTAIN six tracts or parcels of land situate in the Township of Lower Swatara, Dauphin County, Pennsylvania, bounded and described as follows, to wit:

##### *Tract No. 1*

BEGINNING at an iron pipe by the Southeast corner of Elizabeth Street and Whitehouse Lane (on Plan as hereinafter referred to);

thence along the Eastern line of the Whitehouse Lane, South 31 degrees 40 minutes West 257.9 feet to an iron pipe on line of property now or formerly of The Pennsylvania Railroad Company; thence along property now or formerly of The Pennsylvania Railroad Company, the following courses and distances: South 26 degrees 14 minutes East 15.3 feet to an iron pipe, said pipe being 45 feet North of the center line of the Pennsylvania Railroad freight tracks; thence parallel with the aforementioned center line South 57 degrees 57 minutes East 615.3 feet to an iron pipe; thence by a curve to the left with a radius of 1145.01 feet, a distance of 389 feet to an iron pipe, said pipe being 40 feet North of the center of the Pennsylvania Railroad passenger tracks; thence parallel with the last mentioned center line North 77 degrees 30 minutes East 569 feet to a pipe, said pipe being on the Southern line of Elizabeth Street; thence along the Southern line of Elizabeth Street North 58 degrees 20 minutes West 1532 feet to an iron pipe, the place of beginning. Containing 7.15 acres.

Said tract or parcel of land being the Southern portion of the Plan of Lots known as Evendale as laid out under date of October, 1925, and recorded in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Plan Book H, page 101, and in Plan Book J, page 45.

*Tract No. 2*

BEGINNING at a point at the Northeast corner of White House Lane and Elizabeth Street; thence Eastwardly along the Northern side of Elizabeth Street, 175 feet to a point at corner of Lot No. 182 on the Plan of Lots hereinafter referred to; thence Northwardly at right angles to Elizabeth Street and along line of Lot No. 182 aforesaid, 125 feet to the Southern side of Martin Alley; thence Westwardly along the Southern side of Martin Alley, 175 feet to the Eastern side of White House Lane; thence Southwardly along the Eastern side of White House Lane, 125 feet to the place of beginning. Being Lots Nos. 175 to 181, inclusive, on the Plan of Lots known as Evendale, referred to in the description of Tract No. 1 hereof.

*Tract No. 3*

BEGINNING at a point formed by the intersection of the Northerly right of way line of The Pennsylvania Railroad Company and the

Southerly line of said Elizabeth Street, said point being 40 feet distant from the center line of the tracks of The Pennsylvania Railroad Company; thence North 39 degrees 36 minutes East 51.3 feet to a point in the Northerly line of said Elizabeth Street; thence North 26 degrees 19 minutes East 145 feet to a point in the Northerly line of Martin Alley; thence along lands now or formerly of the Township of Lower Swatara the following two courses and distances: (1) South 63 degrees 41 minutes East 156 feet to a point; (2) North 26 degrees 19 minutes East 135.5 feet to a point in the Southerly boundary line of State Highway Route 230, formerly known as the Harrisburg and Middletown Turnpike; thence along the said Southerly boundary line of the said State Highway the following two courses and distances: (1) by a line curving to the left having a radius of 1317.57 feet and a chord length of 135.8 feet with a bearing South 74 degrees 7 minutes East to a point; (2) South 78 degrees 17 minutes East 625.65 feet to a point; thence along lands now or formerly of the Highspire Sand and Gravel Company, Limited, South 11 degrees 47 minutes West 191.28 feet to a point in the Northerly right of way line of The Pennsylvania Railroad Company; thence along the said right of way line, North 82 degrees 43 minutes West 1009.46 feet to the point, the place of beginning.

*Tract No. 4*

BEGINNING at a point on the Northwest corner of Elizabeth Street and Sylvia Street; thence Westwardly along the Northern line of Elizabeth Street 425 feet to Lot No. 181 on the hereinafter mentioned Plan; thence Northwardly at right angles to Elizabeth Street and along the line of Lot No. 181 aforesaid, 125 feet to the Southern side of Martin Alley; thence Eastwardly along the Southern side of Martin Alley, 425 feet to the Western side of Sylvia Street; thence Southwardly along the Western side of Sylvia Street 125 feet to the place of beginning. Being Lots Nos. 182 to 198, inclusive, on the Plan of Lots known as Evendale, referred to in the description of Tract No. 1 hereof.

*Tract No. 5*

BEGINNING at a point at the Northeast corner of Elizabeth Street and Sylvia Street; thence Eastwardly along the Northern side of Elizabeth Street 600 feet to the Northwest corner of Elizabeth Street and Florentine Street; thence Northwardly along the Western line of

Florentine Street, 125 feet to the Southern line of Martin Alley; thence Westwardly along the Southern line of Martin Alley, 600 feet to the Eastern side of Sylvia Street; thence Southwardly along the Eastern side of Sylvia Street 125 feet to a point, the place of beginning. Being Lots Nos. 199 to 222, inclusive, on the Plan of Lots known as Evendale, referred to in the description of Tract No. 1 hereof.

*Tract No. 6*

BEGINNING at a point at the Northeast corner of Florentine Street and Elizabeth Street; thence Eastwardly along the Northern side of Elizabeth Street, 244 feet to a point of property now or formerly of J. C. Bomberger; thence Northwardly at right angles to Elizabeth Street and along property now or formerly of J. C. Bomberger, 125 feet to a point at the Southern line of Martin Alley; thence Westwardly along the Southern side of Martin Alley, 244 feet to the Eastern side of Florentine Street; thence Southwardly along the Eastern side of Florentine Street, 125 feet to a point, the place of beginning. Being Lots Nos. 223 to 232, inclusive, on the Plan of Lots known as Evendale, referred to in the description of Tract No. 1 hereof.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Highspire Sand and Gravel Company, Limited, by deed dated May 31, 1951, and recorded on June 23, 1951, in the Office for the Recording of Deeds in and for Dauphin County, Pennsylvania, in Deed Book A, Vol. 35, page 460.

PARCEL NUMBER TWENTY

RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate in the Township of Exeter, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a monument in the Westerly line of lands now or formerly of Pearl Gechter, said monument being 732.7 feet in a Southerly direction from the intersection of the said Westerly line of lands now or formerly of Pearl Gechter and the center line of Rugby Road,

known as State Legislative Route 06111 to Stonetown; thence along said Westerly line of lands now or formerly of Pearl Gechter, South 18 degrees 23 minutes West, 154.6 feet to a monument; thence along lands now or formerly of Jean G. Maurer the following five courses and distances: North 85 degrees 36 minutes West, 8.7 feet to a monument; thence South 81 degrees 50 minutes West, 628.3 feet to a monument in the Westerly side of a proposed sixty feet wide street known as Fairmont Avenue; thence South 18 degrees 23 minutes West, 23.4 feet to a monument formed by the intersection of the said Westerly line of Fairmont Avenue and the Northerly line of a proposed thirty feet wide street known as South Fairway; thence along said Northerly line of South Fairway, North 74 degrees 7 minutes West, 58.0 feet to a monument; thence South 81 degrees 50 minutes West, 192.0 feet to a monument in the Easterly line of lands now or formerly of Hilton A. Ollivierre and Margaret V. Ollivierre, his wife; thence along said Easterly line of lands now or formerly of Hilton A. Ollivierre and Margaret V. Ollivierre, his wife, North 13 degrees 59 minutes East, 161.9 feet to a monument; thence along lands now or formerly of Jean G. Maurer the following two courses and distances: North 81 degrees 50 minutes East, 839.0 feet to a monument; thence South 85 degrees 36 minutes East, 63.4 feet to the monument, the place of beginning. Containing 3.13 acres, more or less.

BEING portions of lots numbered 4, 5, 7 and 8 in section 22; lots 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14 in section 24; lots 5 and 6 in section 20; lots 3, 4, 5 and 7 in section 23 and all of lot numbered 6 in section 22, and lot 6 in section 23, as shown on drawing entitled "Glamaur Country Club Development on the Philadelphia Pike, Section A-1" and recorded August 15, 1951, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Plan Book Vol. 14, page 2.

SUBJECT to the covenant that if and when Jean G. Maurer and Harry Maurer, her husband, decide to grade any of the streets known as Pennsylvania Avenue, Fairmont Avenue and South Fairway going through the above described property and/or construct sidewalks and curbs along the same, Metropolitan Edison Company shall pay a pro rata share on a front foot basis of the cost thereof to said Jean G. Maurer and Harry Maurer at the completion of such improvements.

SUBJECT ALSO to the covenants, conditions, agreements and restrictions set forth on plans recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Plan Book 3A, pages 16 and 17, and Plan Book 14, page 2.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Jean G. Maurer and Harry Maurer, her husband, by deed dated January 30, 1952, and recorded on January 30, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1087, page 120.

### PARCEL NUMBER TWENTY-ONE

#### RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land situate on the West side of Centre Avenue (about 325 feet North of City line) being the Northwest corner of Centre Avenue (one hundred feet wide street) and proposed widened North Oriental Road (ninety-two feet wide street) in the Plan of Cathedral Heights, said tract or parcel of land being located in the Township of Muhlenberg, Berks County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the center line of a twenty feet wide lane and property now or formerly of Edward R. Hartman on the Western side of Centre Avenue; thence Southward along the Westerly side of Centre Avenue, by bearing South 1 degree 18 minutes 15 seconds West, 122 feet  $1\frac{1}{8}$  inches to a point of curve; thence along said curve bearing to the right with the following functions, radius 95 feet central angle of 20 degrees 34 minutes 13.15 seconds, a tangent of 17 feet  $2\frac{7}{8}$  inches a chord bearing South 11 degrees 35 minutes 21.575 seconds West, 33 feet 11 inches, and a distance along the arc of 34 feet  $1\frac{3}{8}$  inches to a point in the proposed new building line of North Oriental Road; thence Westwardly along said new proposed building line, by bearing South 70 degrees 20 minutes West, 681 feet  $\frac{7}{8}$  inch to a point in the right of way of the Slatington and Lehigh Railroad Branch of the Reading Company; thence along the same North 9 degrees 55 minutes 5 seconds East, 164 feet  $5\frac{1}{4}$  inches to a point in the center of a twenty feet wide lane and property now or formerly of Edward R. Hartman;

thence along same North 70 degrees 20 minutes East, 661 feet 21 $\frac{1}{8}$  inches to the place of beginning.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by the City of Reading by deed dated July 12, 1951, and recorded on December 17, 1951, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1088, page 400.

## PARCEL NUMBER TWENTY-TWO

### RIGHT OF WAY

ALL THOSE CERTAIN two tracts or parcels of land situate in the Township of Ontelaunee, Berks County, Pennsylvania, bounded and described as follows, to wit:

#### *Tract No. 1*

BEGINNING at a point on the Southern side of the public road leading from the Village of Leesport toward Gerants Church, a corner of property now or formerly of Carl Berg; thence along the Southern side of said road, in an Easterly direction, 112.35 feet to a point in line of property of Leesport Cemetery Co.; thence along said property, in a Southeasterly direction, forming an interior angle of 106 degrees 25 minutes with the last described line, 156.38 feet to a point, a corner of land now or formerly of Thun Investment Company; thence along same, in a Southwesterly direction, forming an interior angle of 73 degrees 35 minutes with the last described line, 156.54 feet to a point, a corner of property now or formerly of Carl Berg; thence along same, in a Northwesterly direction, forming a right angle with the last described line, 150 feet to the place of beginning.

#### *Tract No. 2*

BEGINNING at a point on the Northern side of Apple Street, as shown on a Plan of Lots—Section #1, Ontelaunee Orchard, recorded in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Plan Book 9, page 51, said point being 288.23 feet East of the Northeast property line intersection of Pottsville Pike

and Apple Street; thence in an Easterly direction, along the Northern property line of Apple Street, crossing over an existing sixteen feet wide private lane, 189.40 feet to a point on the Northern side of said private lane, said point also being in a projected fifty feet wide street, said street projected in a Northwestwardly direction, forming a right angle with the aforementioned Apple Street; thence continuing in an Easterly direction, forming an interior angle of 201 degrees 38 minutes with the last described line, being along the Northern side of the aforementioned private lane, 205.04 feet to a point; thence in a Northwesterly direction, along property now or formerly of the Thun Investment Company, forming an interior angle of 68 degrees 22 minutes with the last described line, 149.59 feet to a point; thence continuing along property now or formerly of the Thun Investment Company, in a Southwesterly direction, crossing at right angle the aforementioned projected fifty feet wide street, forming a right angle with the last described line, 230 feet to a point on the Western side of said projected fifty feet wide street; thence along the same, in a Northwesterly direction, forming a right angle with the last described line, 4.20 feet to a point; thence in a Southwesterly direction, along property now or formerly of the Thun Investment Company, forming a right angle with the last described line, 150 feet to a point in line of property now or formerly of Ontelaunee Township School District; thence partly along same, in a Southeasterly direction, crossing over the aforementioned private driveway, forming a right angle with the last described line, 80 feet to the place of beginning.

**Excepting and reserving** unto the Thun Investment Company, its successors and assigns, the full, free liberty and right at all times hereafter and forever to have and use a passageway or driveway sixteen feet wide in a Northeast and Southwest direction across Tract No. 2 hereof for any and all purpose connected with the use and occupation of the Thun Investment Company's other land adjoining the lot hereby granted.

BEING the same premises granted and conveyed unto Metropolitan Edison Company by Thun Investment Company by deed dated January 23, 1952, and recorded on January 23, 1952, in the Office for the Recording of Deeds in and for Berks County, Pennsylvania, in Deed Book 1088, page 526.



## SECOND.

Also all property of the character and nature specified in the "SECOND", "THIRD", "FOURTH" and "FIFTH" subdivisions of the granting clauses of the Original Indenture acquired by the Company subsequent to the execution and delivery thereof and not heretofore disposed of in accordance with the terms thereof.

## GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels: to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone and telegraph companies to maintain and operate pole lines and gas mains over or through any of the said parcels or on or in the streets, roads or highways abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

## EXCEPTED PROPERTY.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Supplemental Indenture and from the lien and operation hereof, all property of every kind and type excepted and excluded from the Original Indenture by subdivision III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Original Indenture for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property covered by this Supplemental Indenture or intended so to be, or any

part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the property covered by this Supplemental Indenture or intended so to be and every part and parcel thereof.

To HAVE AND To HOLD the property covered by this Supplemental Indenture or intended so to be to the Trustee, its successors and assigns, forever, upon and subject to the trusts, uses, conditions, covenants and provisions of the Mortgage.

#### ARTICLE IV.

##### MISCELLANEOUS.

SECTION 1. The Trustee, for itself and its successors in said trusts, hereby accepts the conveyance, transfer and assignment of the property included in this Supplemental Indenture upon the trusts, terms and conditions expressed in the Mortgage.

SECTION 2. Whenever terms defined in the Original Indenture are employed herein such terms shall be deemed to have the same meaning as if the definitions were herein set forth at length.

SECTION 3. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a

Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By E. O. DREAS  
*Vice President.*

[CORPORATE SEAL]

Attest:

E. L. BARTH  
*Secretary.*

Signed, sealed and delivered by said  
Metropolitan Edison Company in  
the presence of:

SAML B. RUSSELL  
JOHN DWYER

GUARANTY TRUST COMPANY OF NEW YORK,

By H. E. TWYEFFORT  
*Trust Officer.*

[CORPORATE SEAL]

Attest:

W. W. MERKER  
*Assistant Secretary.*

Signed, sealed and delivered by said  
Guaranty Trust Company of New  
York in the presence of:

F. J. MURPHY  
E. F. CONLON

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 13th day of March, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared E. L. BARTH, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. O. DREAS, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of E. O. DREAS as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

E. L. BARTH  
*Secretary.*

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]      WALTER J. GRIMES  
Notary Public

WALTER J. GRIMES  
Notary Public, State of New York  
No. 30-6674750  
Qualified in Nassau County  
Cert. filed with N. Y. County Clerks  
N. Y. Register's Offices  
Term expires March 30, 1952

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 13th day of March, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared W. W. MERKER, Assistant Secretary of GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by H. E. TWYEFFORT, Trust Officer of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of H. E. TWYEFFORT as Trust Officer of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

W. W. MERKER

*Assistant Secretary.*

Sworn to and subscribed before me the day and year aforesaid. I am not a stockholder, director or officer of said Guaranty Trust Company of New York.

[NOTARIAL SEAL]

WALTER J. GRIMES

Notary Public

WALTER J. GRIMES

Notary Public, State of New York  
No. 30-6674750

Qualified in Nassau County  
Cert. filed with N. Y. County Clerks  
N. Y. Register's Offices  
Term expires March 30, 1952

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

No. 35485

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, do HEREBY CERTIFY that WALTER J. GRIMES whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 13th day of Mar, 1952.

FEE PAID 25¢

[SEAL]

ARCHIBALD R. WATSON  
County Clerk and Clerk of the  
Supreme Court, New York County

# RECORDATION

<u>County</u>	<u>Date</u>	<u>Time</u>	<u>Place of Recording</u>
Adams	3/17/52	3:45 P.M.	Mortgage Book Vol. F-4, Page 346
Berks	3/17/52	1:40 P.M.	Mortgage Book No. 736, Page 190
Bucks	3/17/52	11:31 A.M.	Mortgage Book #756, Page 499
Chester	3/17/52	9:43 A.M.	Mtg. Book L-17, Vol. 410, Page 471
Cumberland	3/17/52	10:10 A.M.	Mortgage Book 270, Page 15
Dauphin	3/17/52	11:17 A.M.	Mortgage Book N, Vol. 29, Page 457
Lancaster	3/17/52	9:00 A.M.	Mortgage Book Volume 607, Page 315
Lebanon	3/17/52	11:45 A.M.	Corp. Volume 190, Page 596
Lehigh	3/17/52	1:41 P.M.	Mortgage Book Volume 614, Page 36
Monroe	3/17/52	10:59 A.M.	Mortgage Book, Vol. 96, Page 343
Montgomery	3/17/52	3:25 P.M.	Mortgage Book No. 2335, Page 483
Northampton	3/17/52	10:20 A.M.	Mortgage Book Vol. 572, Page 91
Pike	3/17/52	9:20 A.M.	Mtge. Book No. 49, Page 471
York	3/17/52	10:00 A.M.	Mortgage Book 16-M, Page 197

Trust Officer and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By

*[Signature]*  
Vice President.

Attest:

*E. L. Barth*  
Secretary.

Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:

*Samuel Russell*  
John Dwyer  
*John Dwyer*

GUARANTY TRUST COMPANY OF NEW YORK,

By

*W. E. Dwyer*  
Trust Officer.

Attest:

*[Signature]*  
Assistant Secretary.

Signed, sealed and delivered by said Guaranty Trust Company of New York in the presence of:

*F. J. Murphy*  
*E. F. Conley*

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the 13th day of March, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Hempstead, New York, personally appeared E. L. BARTH, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. O. DREAS, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of E. O. DREAS as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

*E. L. Barth*  
Secretary.

Sworn to and subscribed before me the day and year aforesaid.

*Walter J. Grimes*  
Notary Public

WALTER J. GRIMES  
Notary Public, State of New York  
No. 30-6674750  
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Assistant Secretary.

Sworn to and subscribed before me the day and year aforesaid.  
I am not a stockholder, director or officer of said Guaranty Trust Company of New York.

  
Notary Public

WALTER I. GRIMES  
Notary Public, State of New York  
No. 30-6674750  
Qualified in Nassau County  
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